

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT  
FOR CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

**Between**

**Citizens Telecommunications Company of Illinois**

**and**

**Cellco Partnership d/b/a Verizon Wireless**

**for the State of Illinois**

*Dated:* September 1, 2002

**INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT  
CELLULAR AND OTHER 2-WAY MOBILE RADIO SERVICES**

THIS AGREEMENT is made this 1st day of September, 2002 by and between Citizens Telecommunications Company of Illinois ("Citizens"), and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, with offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, with respect to and on behalf of itself and the FCC CMRS licensees and markets listed in Exhibit A, (collectively "Carrier"). Carrier and Citizens may also be referred to herein collectively as the "Parties" and singularly as a "Party".

**WITNESSETH:**

Citizens is an authorized telecommunications carrier engaged in providing 2-way telecommunications service in the State of Illinois; and

Carrier is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Services provider in the State of Illinois; and

Citizens and Carrier desire to interconnect their facilities and exchange traffic for the provision of telecommunications service pursuant to 47 U.S.C. Sections 251 and 252;

In consideration of their mutual promises set forth herein, Citizens and Carrier agree as follows:

**SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following definitions will apply. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. Terms, phrases and words not defined herein will be as defined in the Act or FCC regulations or construed in accordance with their customary usage in the telecommunications industry.

1.1 ACT – The Communications Act of 1934, 47 U.S.C. § 151 et seq., as from time to time amended (including without limitation the Telecommunications Act of 1996), and as further interpreted from time to time in the duly authorized regulations and orders of the FCC.

1.2 ACCESS TANDEM – Citizens's switching systems and associated facilities that provide a concentration and distribution function for Traffic originating from or terminating to one or more End Offices.

1.3 AFFILIATE – Has the meaning set forth in the Act.

1.4 ANSWER SUPERVISION – An off-hook supervisory signal of at least two seconds in duration sent by Carrier to Citizens's serving End Office on all completed calls after address signaling has been completed, or an off-hook signal of at least two seconds in duration sent by Citizens to Carrier's MSO (hereinafter defined) on all completed calls after address signaling has been completed.

1.5 AUTOMATIC NUMBER IDENTIFICATION ("ANI") – A signaling parameter which provides reference to the number transmitted through a network identifying the billing number of the calling station.

1.6 AUTHORIZED SERVICES – Those telecommunications which Carrier or Citizens now or hereafter provides to its respective end user subscribers on an interconnected basis.

1.7 CALL RECORDING – The process of retaining detailed information about a call, such as date and time placed, originating and terminating NXX Code, and Conversation Time. It does not mean recording or listening to the content of the calls.

1.8 CARRIER'S SYSTEM – The communications network of Carrier used to furnish CMRS.

1.9 CENTRAL OFFICE PREFIX (NXX Code) – The first three digits of the seven-digit directory number and associated block of 10,000 numbers for use in accordance with the North American Numbering Plan.

1.10 CITIZENS'S SYSTEM – The communications network of Citizens used to furnish local exchange service.

1.11 COMMERCIAL MOBILE RADIO SERVICES ("CMRS") – Has the meaning given such term in the Act and 47 C.F.R. § 20.3, except for paging service.

1.12 COMMISSION – The Public Utilities Commission for the State of Illinois.

1.13 COMMON CHANNEL SIGNALING ("CCS") – A method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public switched telephone network facilities that carry the actual voice or data content of the call. The CCS protocol to be used by the Parties shall be Signaling System 7 (SS7).

1.14 CONNECTING FACILITIES – The facility, circuit, equipment and associated service arrangements used to connect Carrier's System and Citizens's System for the purpose of interchanging Traffic under this Agreement.

1.15 CONVERSATION TIME – The time in full second increments that both Parties' equipment is used for a call measured from the receipt of Answer Supervision to Disconnect Supervision.

1.16 DIGITAL SIGNAL LEVEL (DSO) – A basic digital signaling rate of 64 kbps in the time division multiplexing hierarchy corresponding to the capacity of one voice frequency-equivalent channel.

1.17 DIGITAL SIGNAL LEVEL 1 (DS1) – The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.18 DIGITAL SIGNAL LEVEL 3 (DS3) – The 44.736 Mbps third-level in the time-division multiplex hierarchy.

1.19 DISCONNECT SUPERVISION – An on-hook supervisory signal sent by Carrier to Citizens's Access Tandem or serving End Office at the completion of a call or an on-hook supervisory signal sent by Citizens to Carrier's MSO at the completion of the call.

1.20 END OFFICE – A Citizens switching facility at which customer telephone loops are terminated for purposes of interconnection to each other and to the Citizens's System.

1.21 FCC – The Federal Communications Commission.

1.22 FIRST REPORT AND ORDER – The FCC's First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Aug. 8, 1996).

1.23 INTERNET TRAFFIC – Any information service traffic as defined in the Act and the FCC's Order on Remand and Report and Order, FCC-01-131, CC Docket Nos. 96-98 and 99-68, and includes Traffic that is transmitted to or returned from an Internet service provider at any point during the duration of the transmission.

1.24 LAND-TO-MOBILE DIRECTION – Calls from landline customers to Carrier's System. Also referred to as Land-To-Mobile.

1.25 LOCAL TRAFFIC – Traffic exchanged between Carrier and Citizens within a local calling area. For traffic that Carrier originates and terminates on the Citizens's network, the local calling area will be the applicable Major Trading Area ("MTA"). For traffic that Citizens originates and terminates on Carrier's network, the local calling area will be Citizens's local calling areas, as defined by state regulatory authorities. These definitions of "local calling area" will not be deemed to affect the right of either Party to bill its own end-users its own charges for any such call, nor its right to reciprocal compensation, as defined in Section 51.701 of the FCC's Rules.

1.26 MAJOR TRADING AREA ("MTA") – A geographic area used by the FCC in defining CMRS license boundaries based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123<sup>rd</sup> Edition, at pages 38-39.

1.27 MOBILE SWITCHING OFFICE (MSO) – Carrier's facilities and related equipment used to originate, route, transport, switch and terminate calls interchanged between Carrier's subscriber and the public switched telephone network.

1.28 MOBILE-TO-LAND DIRECTION – Calls from Carrier's System to landline customers. Also referred to as Mobile-To-Land.

1.29 NON-LOCAL TRAFFIC – The completion of interMTA calls based on the location of Carrier's subscribers and Citizens's landline end users as defined in the FCC's First Report and Order 96-325, ¶ 1043, for which access charges shall be applicable.

1.30 POINT OF INTERCONNECTION (POI) – Means the mutually agreed upon point of demarcation or any technically feasible point on Citizens's System at which the Parties' Systems meet for the purpose of establishing interconnection and exchanging Traffic.

1.31 SERVICE AREA – The geographic area(s) described in Attachment(s) in which Carrier is authorized by the FCC to provide CMRS services and which is covered by this Agreement.

1.32 SPECIAL CONSTRUCTION – Refers to special billing arrangements which are required when (a) the facilities suitable to Carrier are not available to meet an order for service; (b) Citizens incurs added cost to construct the facilities; and (c) one or more of the following conditions exists:

- (i) Citizens has no other requirements for the facilities constructed;
- (ii) Carrier requests that Carrier provide the service using a type of facility, or via a route, other than that which Citizens would normally utilize in furnishing that service;
- (iii) Carrier requests more facilities than would normally be required to satisfy an order; or
- (iv) Carrier requests that Citizens expedite construction resulting in added costs to Citizens.

1.33 TERMINATION OR TERMINATE – The switching of Traffic at the terminating carrier's End-Office switch or functionally equivalent facility, and the delivery of such Traffic to the called party.

1.34 TRAFFIC – All Local Traffic and Non-Local Traffic that originates on one Party's System and terminates on the other Party's System.

1.35 TRANSIT SERVICE – The provision of Transport facilities by Citizens for Transit Traffic.

1.36 TRANSIT TRAFFIC – Traffic that originates from one telecommunications carrier's network, transits Citizens's Access Tandem substantially unchanged, and terminates to yet another telecommunications carrier's network other than Citizens.

1.37 TRANSPORT – The transmission and any necessary Tandem switching by a Party of Traffic from the POI to the terminating carrier's End-Office switch, or functionally equivalent facility, that directly serves the called party.

1.38 TYPE 1 INTERCONNECTION – The connection between Carrier's System and a Citizens's End Office which provides a trunkside connection with line treatment (except for a 2-wire analog channel, which is available as a lineside connection). Type 1 interconnections provide the same access that is available to Citizens end-users, *e.g.*, access to Citizens's directory assistance, operator services, 911/E-911, intra- and interLATA calling, Service Area Codes (*e.g.*, 800, 900), interexchange carrier codes (*e.g.*, 950, 10XXX), and international calling. All Type 1 services will have blocks of telephone numbers assigned to Carrier from an NXX Code assigned to the Citizens's switch, which is the dial tone End Office of the Carrier's MSO. All numbers are assigned and administered by Citizens. Carrier will perform subadministration by assigning specific numbers to individual subscribers. Reservation and implementation of numbers will be reserved in blocks of one hundred (100). Type 1 Interconnection is technically defined in Telcordia Reference GR-145-CORE, as amended from time to time.

1.39 TYPE 2A INTERCONNECTION – The connection between Carrier's System and a Citizens Access Tandem. Type 2A Interconnection provides connectivity to all Citizens End Offices subtending the Access Tandem. Type 2A Interconnection is technically defined in Telcordia Reference GR-145-CORE, as amended from time to time.

1.40 TYPE 2B INTERCONNECTION – A direct, two-way trunk group between Carrier's MSO and a Citizens End-Office, with overflow Traffic routed over an associated Type 2A Interconnection to a Citizens Access Tandem. Type 2B service can also provide routing of Carrier-originated Traffic to Feature Group A trunks or Type 1 Interconnection numbers residing within the Citizens End Office switch. Type 2B Interconnection is technically defined in Telcordia Reference GR-145-CORE, as amended from time to time.

## SECTION 2. INTERCONNECTION

2.1 Citizens will provide to Carrier, upon request, those Connecting Facilities and service arrangements described herein and in the Attachment(s) hereto to establish the physical interconnection and interchange of Traffic at a POI as provided for herein, and such other facilities Carrier may require and request for operation of Carrier's System. Citizens shall perform its obligations hereunder at performance levels at least equal to those provided to itself and its Affiliates as required under the Act. Citizens shall not discontinue any Connecting Facilities or service arrangements provided or required hereunder without providing Carrier at least thirty (30) days' prior written notice, or as otherwise required by law, of such discontinuation. Citizens agrees to cooperate with Carrier in any transition resulting from such discontinuation of Connecting Facilities or service arrangements and to minimize the impact to customers which may result from such discontinuance.

2.2 All interchanged Traffic directly exchanged between the Parties will be handled only over Connecting Facilities as described herein. The type of interconnections available under this Agreement are designated as Type 1, Type 2A, and Type 2B Interconnections as defined in Section 1. Citizens will provide interconnection and services in a nondiscriminatory fashion, at any technically feasible point within the Citizens's System at Carrier's request, and such interconnection and services will contain all the same features, functions and capabilities, and be at least equal in quality to those provided by Citizens to itself or its Affiliates. All interchanged

Traffic indirectly exchanged between the Parties which uses the facilities of a third-party carrier shall be subject to reciprocal compensation in accordance with the provisions of Section 4.1.

2.3 Carrier may request activation/addition of new locations for Connecting Facilities under the terms and conditions of this Agreement at any time during the term by submitting a request for interconnection to Citizens's Interconnection organization set forth on Attachment I. Citizens will provide an amended Service Attachment(s) to reflect activation or addition of new locations. The Service Attachment(s) will be signed by Citizens authorized representative and Carrier's authorized representative, affixed to this Agreement, and thereby being made a wholly part and subject to this Agreement. To the extent that any of the Service Attachment(s) may be inconsistent with or in conflict with this Agreement, the Agreement will prevail.

#### 2.4 Signaling Systems and Administration

2.4.1 Where Citizens has deployed SS7 signaling, the Parties will interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network including User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the interconnection of their networks. For glare resolution, Citizens will have priority on odd trunk group member circuit identification codes, and Carrier will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

2.4.2 A Party may use the SS7 technical arrangements to provide the other Party with all electronic signaling data necessary to bill terminating Traffic, including but not limited to ANI.

2.4.3 Neither Party shall assess any rate or charge on the other Party for the exchange of SS7 signaling data.

#### 2.5 Priority of Agreement

2.5.1 The terms and conditions of this Agreement (including, but not limited to the Attachments) will prevail over and supersede any other conflicting rates, terms and conditions contained on Carrier's purchase order for Connecting Facilities provided under this Agreement.

2.6 At Carrier's request, Citizens and Carrier will physically interconnect their facilities at a Citizens's Access Tandem or End Office or another mutually agreed to POI, and interchange Traffic originating and/or terminating on Carrier's System in connection with Carrier's Authorized Services; such interconnection will be in accordance with the service, operating and facility arrangements set forth hereinafter.

#### 2.7 Sizing and Structure of Interconnection Facilities

2.7.1 The Parties will mutually agree on the appropriate sizing for Connecting Facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutually agreed upon forecasts and generally accepted engineering practices.

2.7.2 The electrical interface at POIs will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Citizens will provide any DS3 multiplexing required for DS1 facilities or trunking at its end and Carrier will provide any DS3 multiplexing required for DS1 facilities or trunking at its end.

2.7.3 Citizens and Carrier will engineer all Traffic Exchange Trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.

2.7.4 Trunking arrangements shall be established as follows:

2.7.4.1. Separate trunk groups for the exchange of Local Traffic.

2.7.4.2. Separate trunk groups at an Access Tandem to be used solely for the transmission and routing of traffic to enable interexchange carriers to originate and terminate traffic from or to Carrier.

2.7.4.3. Where applicable, separate trunks connecting Carrier's MSO to Citizens's E911 routers. If Carrier purchases such services from Citizens, they will be provided pursuant to Citizens's applicable tariff(s) or other terms and conditions mutually agreed upon by the Parties.

2.7.5 If Local Traffic volumes exceed 500,000 Minutes of Use (MOU) per month, for two consecutive months, either Party may request and the Parties will establish direct connection between the Parties' respective switches.

2.8 Where additional equipment is required for Connecting Facilities to accommodate projected demand, such equipment shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Carrier, its Affiliates or Citizens's internal customer demand.

## 2.9 Trunk Forecasting

2.9.1 The Parties shall mutually develop joint forecasts for Traffic utilization over interconnection trunk groups covered in this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment become available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon reasonable request; but not more than two times in a consecutive twelve-month period. Forecasts shall be for a minimum of three (3) (current and plus-1 and plus-2) years.



2.9.2 Each Party shall use reasonable efforts to provide the other with a description of major network projects anticipated for the following six (6) months that the Party reasonably knows in advance will materially affect the other Party and cause a significant increase or decrease in trunking demand for the following forecasting period.

## 2.10 Grade of Service

2.10.1 Each Party will provision its own network Connecting Facilities covered by this Agreement to P.01 grade of service.

2.10.2 The characteristics and methods of operation of any Connecting Facilities of one Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its Affiliates, or the other Party's connecting and concurring carrier, cause damage to the other Party's plant or equipment or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

2.10.3 The Parties will work cooperatively in a commercially reasonable manner to each install and maintain a reliable System. Citizens and Carrier will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent Traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

2.11 Provisioning. Carrier will utilize Citizens's account management and provisioning teams available to it through the Citizens's Carrier Service Center ("CSC"). All orders will be processed by the provisioning personnel in the CSC.

## 2.12 Access to Poles, Ducts, Conduits and Rights-of-Way

2.12.1 Citizens will provide to Carrier access to any facilities in, on, under or above the public and/or private rights-of-way, including, without limitation, access to poles, ducts, conduits in, on, above or under public and private rights-of-way, and property to the rights-of-way themselves, on terms and conditions that are consistent with the Act and that are no less favorable than the rates, terms and conditions available to itself, its Affiliates or any other provider of telecommunications services.

2.12.2 Citizens shall make all efforts required by the Act to provide Carrier access to Citizens's poles, ducts, conduits and right-of-way and shall allocate access to poles, ducts, conduits and rights-of-way on a competitively neutral first-come, first-served basis, without discriminatory reservation.

### SECTION 3. USE OF FACILITIES AND SERVICES

3.1 The Connecting Facilities will be used only for the handling of interchanged Traffic originating or terminating on Carrier's System or Citizens's System in connection with a Party's Authorized Services.

3.1.1 The types of interconnection available under this Agreement will permit the routing and exchange of Mobile-To-Land and Land-To-Mobile Traffic which originates or terminates within the local calling areas of Citizens's End Offices, including any applicable extended area service calling area as specified in Citizens's then current local service tariff, unless the other carrier(s) to an extended area service arrangement submit an objection or restrict the routing and exchange of Traffic over the existing extended area service arrangement. In the event of an objection or other restriction relating to the routing and exchange of extended area service Traffic, Citizens and Carrier will work together with the objecting carrier to resolve any legal, technical or financial issues relating to the routing and exchange of such Traffic to or from an extended area service calling area. During the interim, Carrier agrees to compensate Citizens for all necessary incremental charges associated with rerouting and exchanging Traffic to or from Carrier via a third-party's tandem facilities or over alternative trunking arrangements as directed by Carrier or any applicable regulatory authority. Citizens shall not be obligated to reroute such Traffic until directed by Carrier or any applicable regulatory authority and Citizens shall have no responsibility for delivering Traffic to a POI located at any point outside of a Citizens's local exchange area or beyond the boundary.

3.2 Connecting Facilities provided pursuant to this Agreement will not be used, switched or otherwise connected together by Carrier for the provision of through calling from a landline telephone to another landline telephone, except when Carrier's end-user "call forwards" to a landline telephone.

3.3 Connecting Facilities provided by either Party will not be used knowingly for any purpose or in any manner, directly or indirectly, in violation of law or in aid of any unlawful act or undertaking.

3.4 Where Citizens and Carrier interconnect for the exchange of Traffic, there will be a POI for the interconnection facility. Carrier can construct its own Connecting Facilities used to route calls to and from the POI, it can purchase or lease from a third party the Connecting Facilities, or it may purchase or lease any available Connecting Facilities from Citizens. Where Citizens is required to build such facilities pursuant to an applicable Citizens's tariff, Special Construction charges shall apply in accordance with the applicable Citizens tariff or as may be mutually agreed to by the Parties. A Mid-Span Meet is a negotiated POI for the interconnection of Connecting Facilities between one Citizens Access Tandem or End Office Switch and a Carrier MSO or POI. Mid-Span Meet Connecting Facilities are subject to good faith negotiations of a separate agreement between the Parties for the actual physical point of connection and facilities. Each Party is responsible for funding and providing its own facilities up to the Mid-Span Meet POI. Each Party shall be responsible for providing its own or leased interconnection facilities to route calls to and from the POI.

3.5 When Carrier orders a Type 1 Interconnection, Carrier will be provided telephone numbers in initial and incremental blocks of one hundred at no charge from Citizens, except where charges are permitted under applicable state law. In order to reserve specific numbers, Carrier will furnish to Citizens its number requirements for planning purposes. Within the number blocks assigned, the assignment and use of such numbers by Carrier for its subscribers for its Authorized Services will be the responsibility of Carrier subject to applicable law. Reserved number blocks will be reserved for a maximum of six (6) months from the request, and will be returned to general availability at such time consistent with any relinquishment and conservation guidelines that Citizens applies to itself, to Affiliates and other providers of telecommunications services. Carrier will provide periodic forecasts of number and facility requirements upon reasonable request by Citizens (maximum of two (2) times per year). The forecast will be updated annually or as mutually agreed.

3.5.1 Any other provision of this Agreement notwithstanding, Citizens will recognize, deliver Traffic to, accept Traffic from, and otherwise honor the validity of any NXX assigned to Carrier by a third party in accordance with 47 U.S.C. § 251(e) (or applicable FCC or state number administration rules).

### 3.6 Network Harm

3.6.1 A Party will not use any service or facilities related to or provided in this Agreement in any manner that interferes with third parties in the use of the other Party's service, prevents third parties from using the other Party's service, impairs the quality of service to other carriers or to the other Party's customers; causes electrical hazards to the other Party's personnel, damage to the other Party's equipment or malfunction of the other Party's billing equipment (individually and collectively, "Network Harm"). If a Party ("Impaired Party") reasonably determines that the services, System, Connecting Facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's System or Connecting Facilities, the Impaired Party may interrupt or suspend any service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

(a) Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and

(b) Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended service.

3.7 Citizens and Carrier each may make reasonable tests and inspections of its Connecting Facilities as may be necessary to ensure that the interconnections provided for herein are and remain in good operating condition and conform to the requirements of this Agreement. Each Party may, upon written notice and coordination with the other, temporarily interrupt the

Connecting Facilities being tested or inspected, so long as impairment or restriction of the operation of Connecting Facilities is minimized. When cooperative testing is requested by either Party, such testing will be done in accordance with this Section 3.

3.8 Each Party shall be solely responsible, at its own expense, for the overall design of its Connecting Facilities, services and for any redesigning or rearrangement of its services which may be required because of changes in minimum network protection criteria, or operating or maintenance characteristics of the Connecting Facilities.

3.9 Mobile subscribers of Carrier will be instructed to report all cases of trouble to Carrier. In order to facilitate trouble reporting and to coordinate the repair of service provided to Carrier by Citizens under this Agreement, Citizens's Network Operations Center (NOC) will provide 24-hour trouble reporting for Carrier.

3.9.1 Where new Connecting Facilities are installed, Citizens, via the NOC, will ensure that continuity has been established and that appropriate transmission measurements have been made before advising Carrier that the new circuit is ready for service.

3.9.2 Citizens will furnish a trouble reporting telephone number for the designated NOC, which number will be answered twenty-four hours per day, seven days per week. See Attachment 1. This number will give Carrier access to the location where its facility records are normally located and where current status reports on any trouble reports are readily available. This location shall be staffed and have the authority to initiate corrective action.

3.9.3 Citizens and Carrier will cooperate in isolating the trouble. Before either Party reports a trouble condition which it believes is caused by the Connecting Facilities of the other, that Party must first use commercially reasonable efforts to isolate the trouble condition to the other Party's Connecting Facilities, service and arrangements.

3.9.4 In cases where a trouble condition adversely affects Carrier's service, Citizens will give Carrier the same priority extended to itself, its Affiliates or other telecommunications carriers.

3.10 Maintenance. Citizens shall provide repair, maintenance, testing and surveillance for all Connecting Facilities and services which it provides under this Agreement. Citizens shall also provide the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Connecting Facilities under this Agreement that it provides for the maintenance of Citizens's System.

3.10.1 Each Party shall attempt to provide the other Party at least sixty (60) days advance written notice of any scheduled maintenance activity which the Party reasonably knows in advance may impact the other Party's service to its end user customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests and major equipment replacements.

3.10.2 Each Party shall advise the other in writing of all non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by either of them on any

Connecting Facility, including hardware, equipment, or software which the party reasonably knows will impact the other Party's service to its end user customers. Each Party shall provide advance notice of such non-scheduled maintenance and testing activity to the extent possible under the circumstances; provided, however, that each Party shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise the other Party in writing promptly of any such actions it takes.

3.10.3 When either Party (the "reporting party") reports a trouble to the other Party (the "notified party") for clearance and no trouble is found in the notified party's facilities, the reporting party shall be responsible for payment of a maintenance of service charges for the period of time from when the notified party's personnel are dispatched to the reporting party's premises to when the work is completed. Failure of the notified party's personnel to find trouble in the notified party's service will not result in a charge if the trouble is actually in that service, but not discovered at that time.

3.10.4 If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or System, or any other change in its Connecting Facilities or System that the party reasonably knows in advance will materially affect the interoperability of its Connecting Facilities or System with the other Party's Connecting Facilities or System, the Party making the change shall provide written notice of the change at least sixty (60) days in advance of such change to the address provided in Section 15.1 provided, however, that if an earlier written notice of a change is required by applicable law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by applicable law.

#### SECTION 4. CHARGES FOR FACILITIES AND ARRANGEMENTS

4.1 Reciprocal Termination Charges. Citizens and Carrier shall reciprocally and symmetrically compensate one another for Local Traffic terminated on the other Party's System. The rates shall be assessed on a per minute of use basis. The rates at which the Parties shall compensate each other are set forth on the Service Attachment-2 to this Agreement.

4.1.1 For Mobile-To-Land Local Traffic, Carrier shall pay Citizens at the rates identified in the accompanying Service Attachment-2.

4.1.2 For Land-To-Mobile Local Traffic, Citizens shall pay Carrier at the rates identified in the accompanying Service Attachment-2.

4.1.3 For the interchange of Non-Local Traffic, Carrier shall pay Citizens at the applicable switched access service tariff rate.

4.2 Connecting Facilities. The charges for Connecting Facilities under this Agreement are as follows:

4.2.1 Each Party is solely responsible for the provision of Transport facilities necessary for the carriage of interchanged Traffic between the POI and points within its System and for all costs of delivering Traffic to the POI. Citizens shall have no responsibility for delivering Traffic

to an interconnection point located at any point outside of a Citizens's local exchange area or beyond the boundary. Citizens shall bear the recurring and non-recurring costs of one-way trunks to the POI bearing Traffic originating in Citizens's End Offices and terminating at the POI within Citizens's local exchange area boundary, and Carrier shall bear the recurring and non-recurring costs of one-way trunks to the POI bearing Traffic originating at Carrier's MSO and terminating at the POI.

4.2.2 The recurring costs and non-recurring costs of two-way Connecting Facilities purchased from Citizens and connecting the switching facilities of Citizens and Carrier shall be borne by the Parties in proportion to their respective shares of the total end user Traffic originations. The Parties' proportionate shares of the total of the terminating Traffic exchanged between them may be based upon mutually agreed upon Traffic Factors.

4.2.3 The Parties will share the recurring costs and non-recurring costs of the Connecting Facilities at the rates set forth in Citizens FCC Tariff #1.

4.3 Measurement of minutes of use over Connecting Facilities under this Agreement shall be in actual Conversation Time. Minutes of use, or fractions thereof, are accumulated over the billing period for each Connecting Facility. Each Party shall perform the necessary Call Recording and rating for its respective portions of an interchanged call. Each Party shall also be responsible for billing and collecting from its respective customers the charges its customers incur through its use of the other Party's System. Minutes of use will be aggregated based on Conversation Time and will not be rounded to the next full minute. Fractions of minutes are rounded up monthly to the nearest whole minute for total minutes for each End Office for billing purposes.

4.3.1 In the event Carrier is unable to determine the amount of Land-to-Mobile Local Traffic it terminates from Citizens or is unable to direct bill Citizens based on actual Land-to-Mobile Local Traffic, Carrier will bill Citizens for usage and two-way Connecting Facilities based on the Traffic Factors set forth on the Service Attachment 2. The initial Traffic Factors set forth on the Service Attachment 2 will remain in effect for a minimum of six (6) months after this Agreement becomes effective. Either Party may request a review and modification of the Traffic Factors, on a going forward basis, up to two times per calendar year, based on actual usage and the results of a six (6) month Traffic Study conducted by a Party. Any change to the Traffic Factors will thereafter only apply on a going forward basis and will be effective as mutually agreed to in writing by the Parties. Any such change in the Traffic Factors will not require an amendment to this Agreement. If the Parties are unable to reach agreement on the adequacy of the sample or the appropriate Traffic Factors to be used based on the Traffic study, either Party may request resolution of the dispute pursuant to the procedures set forth in Section 17.

4.4 In the event Traffic is exchanged directly and Citizens is unable to determine the amount of Mobile-to-Land Local Traffic it terminates from Carrier or measurement capabilities are not available in a Citizens's End Office, the Parties will bill each other based on the assumed minutes of use and the Traffic Factors set forth on the Service Attachment 2. Any assumed minutes of use will be billed in accordance with the terms and conditions of this Agreement. The

applicability of the assumed minutes of use arrangement may be altered or terminated upon sixty (60) days written notice to Carrier once Citizens has the ability to record or determine the actual minutes of use at the End Office or an alternative method is established based on the mutual agreement of the Parties.

4.4.1 Each Service Attachment shall reflect which method of compensation that will be used, including Traffic Factors, assumed minutes, trunk signaling or other special arrangements.

4.4.2 In the event Traffic is exchanged indirectly, Citizens may utilize its own systems or third party records to calculate Mobile-To-Land Traffic terminated by Carrier in a specific End Office. In the event Citizens is unable to determine the amount of Mobile-To-Land Traffic Citizens terminates from Carrier in a specific End Office or multiple End Offices, the Parties will negotiate a mutually agreed upon method for the calculation of Mobile-To-Land terminated by Citizens to allow for reciprocal compensation for terminated traffic in the applicable End Offices.

4.5 Transit Service. Citizens shall provide a Transit Service to Carrier to deliver calls in the Mobile-To-Land Direction to points in the MTA in which Carrier's System is located at Transit Service rates set forth in the Service Attachment 2 to this Agreement. Citizens shall also provide a Transit Service to other non-party telecommunications carriers to deliver calls in the Land-to-Mobile Direction to Carrier; however, Carrier shall not be responsible to pay Citizens the Transit Service rates on such Traffic and Citizens does not have any responsibility to pay any charges for termination of any Land-to-Mobile Transit Traffic. Carrier further acknowledges that Citizens does not have any responsibility to pay any charges for termination of any Mobile-to-Land Transit Traffic and any such charges will be addressed by Carrier and the third party carrier terminating such Traffic.

4.6 For billing purposes as specified on the Service Attachment-2, if Carrier is unable to classify on a automated basis Traffic delivered by Carrier as Local or Non-Local, Carrier will provide Citizens with a percent local use (PLU) factor, which represents the estimated portion of total Traffic delivered by Carrier to Citizens that originates and terminates within the same MTA, and a percent interMTA (PIU) factor, which represents the estimated portion of interMTA Traffic. The PLU factor will be applied to the measured Mobile-To-Land minutes of use terminated on Citizens's System to determine the minutes of use for which reciprocal Termination and Transport rates apply. The PIU factor is applied to the remaining minutes of use to determine the portion of Non-Local minutes to be billed at interstate access rates. The PLU and PIU factors will be updated every six (6) months and take effect on January 1 and July 1 of each year of this Agreement, unless otherwise agreed to by both Parties.

4.7 Taxes. Any federal, state or local excise, license, sales, use or similar taxes, fees or surcharges (a "Tax") (excluding any Tax on either Party's corporate existence, status or income) resulting from the purchase of any Connecting Facilities or services under this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law. If a Party is permitted to pass along such Tax to the other Party, then the providing Party shall only be obligated to collect such Tax from the purchasing Party and remit such collected Tax to the applicable taxing authority. Any such Tax shall be shown as separate items on applicable billing documents between the Parties. To the extent a sale is claimed to be for resale tax exemption,

the purchasing Party shall furnish to the providing Party proper resale tax exemption documentation as authorized or required by law in the jurisdiction providing the resale tax exemption. A Party's failure to timely provide resale tax exemption documentation will result in no exemption being available to the purchasing Party. Either Party obligated to pay or be responsible to collect any Tax may contest a Tax in good faith, at its own expense, and shall be entitled to the full benefit of any refund or recovery, provided that such contesting Party shall not permit any penalty, interest, claim or lien to exist on any asset of or be asserted against the other Party by reason of the contest. The other Party shall cooperate in any such contest by providing records, testimony and such other additional information or assistance as may reasonably be necessary to pursue the contest. In the event either Party is audited by a taxing authority, the other Party shall cooperate with the Party being audited so that the audit or any resulting controversy may be resolved expeditiously.

4.8 To the extent applicable, the Parties shall act in accordance with the FCC's orders and regulations for intercarrier compensation relating to Internet Traffic. In the event Citizens elects to exchange Internet Traffic with any local exchange carrier in the State subject to the applicable compensation rates set forth in the Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("ISP Remand Order"), then Citizens agrees to provide written notice to Carrier of any such election and to comply with the applicable requirements of the ISP Remand Order.

#### 4.9 MECAB Billing

When required, meet-point billing arrangements between the Parties for jointly provided Switched Exchange Access Services on access toll connecting trunks will be governed by the terms and conditions of a mutually agreeable arrangement which the Parties will work to develop.

### SECTION 5. BILLING AND PAYMENT

5.1 Each Party shall submit to the other Party a monthly billing statement for services and charges incurred by the other Party under this Agreement. Each billing statement will be based on a consistent, regular bill date and will reflect (a) reciprocal compensation due each Party; (b) Transit Service compensation due Citizens; (c) and any other charges for services due each Party under this Agreement. Neither Party shall bill the other Party for Traffic or Connecting Facilities that is more than twelve (12) months prior to the date of the billing statement.

5.2 Each billing statement shall be sent as follows:

Carrier:  
Verizon Wireless  
Billing Analyst  
1515 Woodfield Road, Suite 1400  
Schaumburg, IL 60173

Citizens:  
Citizens Communications Group  
Attention: Access Verification  
14450 Burnhaven Drive  
Burnsville, MN 55306

The address to which billing statements are sent may be changed by either Party by written



notice given to the other Party pursuant to Section 15.

5.3 Each Party agrees to pay the other Party all undisputed charges specified in a billing statement within thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or legal holiday, payment for such bills will be due on the next business day following the Saturday, Sunday or legal holiday. If a billing statement is not received at least twenty-five (25) days prior to the payment due date, then the billing statement shall be considered delayed. When a billing statement has been delayed, the due date will be extended by the number of days the bill was delayed, upon the request of the receiving Party. A late payment charge will be applied to the unpaid balance excluding any amount disputed by a Party. The late payment charge is applied to a total unpaid amount carried forward and is included in the total amount due on the bill. The rate for the late payment charge will be the same as found in Citizens's FCC #1 Tariff.

5.4 If any portion of an amount billed by a Party ("Billing Party") is subject to a bona fide dispute between the Parties, the Party billed ("Billed Party") shall within thirty (30) days of its receipt of the billing statement containing such disputed amount give written notice to the Billing Party of the amount it disputes and the specific details and reasons for disputing each item ("Billing Dispute"). A Party may also dispute prospectively with a single notice a class of charges that it disputes. The Billed Party shall pay when due all undisputed amounts to the Billing Party. Notice of a Billing Dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid.

5.5 Both Parties shall use the dispute resolution procedures as described in Section 17 to address a Billing Dispute.

## SECTION 6. ALLOWANCE FOR INTERRUPTIONS

6.1 When use of the Connecting Facilities furnished by either Party to the other Party in accordance with this Agreement is interrupted due to trouble in such facilities and such interruption is not caused by the interrupted Party including any contractor or supplier of the interrupted Party, the interrupted Party will, upon request, be allowed a credit as follows:

6.2 The amount of credit to Carrier will be an amount equal to the pro rata monthly charge for the period during which the facility affected by the interruption is out of service.

6.3 Claims for reimbursement shall be made in writing within sixty (60) calendar days of the occurrence. All credit for interruption will begin from the time of actual notice by the interrupted Party to the other Party, in accordance with Section 16 following, that an interruption of use has occurred. No credit will be allowed for an amount of less than five dollars (\$5.00).

6.4 A credit will not be applicable for any period during which the interrupted Party fails to afford access to the Connecting Facilities furnished by the other Party for the purpose of investigating and clearing troubles.

## SECTION 7. AUDIT

7.1 To verify the accuracy of billing for Traffic and Connecting Facilities, Citizens and Carrier agree to exchange reports and/or data to fulfill the obligations of each Party under this Agreement. Either Party ("Auditing Party") may, upon written notice to the other Party ("Audited Party"), conduct an audit of the Audited Party's books, records, documents, and systems for the purpose of evaluating the accuracy of the Audited Party's bills. An audit may be conducted no more frequently than once per consecutive 12-month period, provided, however, that audits may be conducted more frequently if the preceding audit found billing inaccuracies in favor of the Auditing Party having an aggregate value of at least 5,000.00 or five percent (5%) of the aggregate gross billings during a 12-month period, whichever is greater.

7.2 The audit shall be performed by the Auditing Party or a third party selected and paid by the Auditing Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon the Parties; provided, however, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

7.3 Each Party shall cooperate in any such audit, providing reasonable access to employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

7.5 All information received or reviewed by the Auditing Party in connection with an audit is deemed to be considered Proprietary Information as defined by and subject to this Agreement. The use of such information shall be limited to the preparation of an audit report for appropriate distribution to employees or agents of a Party with a need to have the results of the audit and to make adjustments, as necessary, to correct any errors or omissions disclosed by the audit. Such adjustments will be made in a timely manner by the Party in whose System the error or omission was discovered. To the extent an audit involves access to information of other telecommunications carriers, Citizens and Carrier will aggregate such data before release to the Auditing Party to insure the protection of the proprietary nature of information of other competitors. To the extent another telecommunications carrier is an Affiliate of the Audited Party, the Auditing Party shall be allowed to examine such Affiliate's disaggregated data as required by reasonable needs of the audit.

## SECTION 8. TERM AND TERMINATION OF AGREEMENT

8.1 This Agreement will become effective as of September 1, 2002, subject to approval by the Commission and will continue for a period of one (1) year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive periods of one (1) year after the initial term unless either Party provides the other Party with written notice of its intent to terminate or renegotiate at least ninety (90) days prior to the end of the initial term or any successive renewal term. During any such renegotiation, the rates, terms and conditions of this Agreement will remain in effect until the effective date of the renegotiated agreement.

8.2 The date when the Connecting Facilities furnished under this Agreement will be placed into service will be mutually agreed upon by the Parties, subject to applicable Commission approval. If service is not established by such date, or in the event Carrier ceases to engage in the business of providing CMRS service, either Party may terminate this Agreement on thirty (30) calendar days notice subject, however, to payment for facilities or arrangements provided or for costs incurred.

8.3 This Agreement will immediately terminate upon the suspension, revocation or termination of a Party's authority to provide telecommunications services over its System. Each Party agrees to promptly notify the other Party of any such order of revocation or termination. If a Party's authority is temporarily suspended, the Agreement shall be temporarily suspended until such time as the Party's operating authority is restored.

8.4 This Agreement may be terminated at any time by either Party upon not less than thirty (30) calendar days written notice of a material breach of this Agreement by the other Party, which breach remains uncured for such thirty (30) days period. No actual service disconnection shall occur without prior approval from the Commission.

8.5 If a dispute arises between the Parties as to the proper charges for the Connecting Facilities or services furnished, or any other financial arrangements, the failure to pay an amount in dispute will not constitute cause for termination of this Agreement provided that a bond or escrow account (or other security arrangement reasonably acceptable to both Parties) is made for the security of the amount in dispute. The continuation of such dispute will not be deemed cause for Citizens to refuse to furnish additional Connecting Facilities or services upon request of Carrier or otherwise relieve the Parties of their obligation to fully comply with the provisions hereof as to which no dispute exists, provided financial security for payment of the amount in dispute has been made as stated above. Any dispute arising as to the security arrangement under this Section 8.5 will be subject to the dispute resolution provisions of Section 17.

8.6 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated at any time by the mutual written consent of the Parties.